



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **PD-2**

October 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BEVERLY BOULEVARD OVER THE RIO HONDO CHANNEL
CITIES OF MONTEBELLO AND PICO RIVERA-COUNTY COOPERATIVE
AGREEMENT
SUPERVISORIAL DISTRICT 1
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Public Works, or his designee, to negotiate and execute a cooperative Agreement with the Cities of Montebello and Pico Rivera, in substantially the same form as the enclosed Agreement, for a project to replace the bridge on Beverly Boulevard over the Rio Hondo Channel, which is jurisdictionally shared between the Cities of Montebello and Pico Rivera. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program. The Agreement further provides for the Cities of Montebello and Pico Rivera to each finance fifty percent (50%) of the non-Federally reimbursable local agency portion of the construction cost, with the County to finance the local agency portion of the preliminary engineering cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the Cities of Montebello and Pico Rivera propose to replace the bridge on Beverly Boulevard over the Rio Hondo Channel, which is jurisdictionally shared between the Cities of Montebello and Pico Rivera. Your Board's approval is necessary for the delegation of responsibilities and the cooperative financing of the project. This proposal is authorized and provided for by the provisions of Sections 1680–1685 and 1803 of the California Streets and Highways Code.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the safety of the bridge on Beverly Boulevard over the Rio Hondo Channel, residents of the Cities of Pico Rivera and Montebello and the unincorporated County area who travel on this bridge will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is estimated to be \$10,719,000 and is included in the Fiscal Year 2005-06 Road Fund Budget. The project cost will be financed with \$8,417,000 of Federal HBRR Program funds, \$1,039,000 each from the Cities of Montebello and Pico Rivera, and \$224,000 in County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal HBRR Program. The Agreement further provides for the Cities of Montebello and Pico Rivera to each finance fifty percent (50%) of the non-Federally reimbursable local agency portion of the construction cost, with the County to finance the local agency share of the preliminary engineering cost.

Prior to execution by the Director of Public Works, or his designee, the Agreement will be executed by the Cities of Montebello and Pico Rivera and approved as to form by County Counsel.

The Honorable Board of Supervisors
October 20, 2005
Page 3

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On September 6, 2005, your Board approved the Mitigated Negative Declaration/Finding of No Significant Impact for the Beverly Boulevard Phase III project to widen Beverly Boulevard and replace the Beverly Boulevard Bridge over the Rio Hondo Channel.

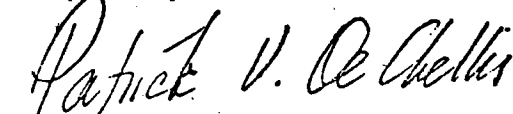
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Beverly Boulevard is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

HG:abc

C060422

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, (hereinafter referred to as MONTEBELLO), the CITY OF PICO RIVERA, (hereinafter referred to as PICO RIVERA), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Beverly Boulevard is on the Highway Element of MONTEBELLO'S and PICO RIVERA'S General Plans and on COUNTY'S Highway Plan; and

WHEREAS, MONTEBELLO, PICO RIVERA, and COUNTY propose to replace the bridge on Beverly Boulevard over the Rio Hondo Channel, reconstruct the roadway approaches to the bridge, realign the driveway to the Rio Hondo Convalescent Hospital at Rea Drive, remove the Rea Drive underpass, construct a bus turnaround area near the intersection of Beverly Boulevard and Rea Drive, and modify the existing traffic signal system at Rea Drive, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of MONTEBELLO and PICO RIVERA; and

WHEREAS, PROJECT is of general interest to MONTEBELLO, PICO RIVERA, and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to perform the preliminary engineering, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, traffic detour, and all other work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer the construction of PROJECT under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program; and

WHEREAS, COUNTY is willing to finance the local agency share of the COST OF PRELIMINARY ENGINEERING (as defined below); and

WHEREAS, COST OF PRELIMINARY ENGINEERING is currently estimated to be Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), with Federal reimbursement being Five Hundred Seventy-six Thousand and 00/100 Dollars (\$576,000.00), and COUNTY'S share being Two Hundred Twenty-four Thousand and 00/100 Dollars (\$224,000.00); and

WHEREAS, MONTEBELLO and PICO RIVERA are each willing to finance fifty percent (50%) of the non-Federally reimbursable local agency portion of CONSTRUCTION COST OF PROJECT (as defined below); and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be Nine Million Nine Hundred Nineteen Thousand and 00/100 Dollars (\$9,919,000.00), with Federal reimbursement being Seven Million Eight Hundred Forty-one Thousand and 00/100 Dollars (\$7,841,000.00), MONTEBELLO'S share being One Million Thirty-nine Thousand and 00/100 Dollars (\$1,039,000.00), and PICO RIVERA'S share being One Million Thirty-nine Thousand and 00/100 Dollars (\$1,039,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680–1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by MONTEBELLO, PICO RIVERA and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the governmental entity mentioned in this AGREEMENT.
- b. "CONSTRUCTION COST OF PROJECT" as referred to in this AGREEMENT, shall consist of the COSTS OF CONSTRUCTION CONTRACT (as defined below) contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The "COST OF PRELIMINARY ENGINEERING," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- e. "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF PROJECT less any reimbursement received by COUNTY for CONSTRUCTION COST OF PROJECT under the Federal HBRR Program.

(2) MONTEBELLO AGREES:

- a. To finance fifty percent (50%) of LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds to finance fifty percent (50%) of LOCAL SHARE OF COSTS, currently estimated to be One Million Thirty-nine Thousand and 00/100 Dollars (\$1,039,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To appoint COUNTY as MONTEBELLO'S attorney-in-fact for the purpose of representing MONTEBELLO in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed in MONTEBELLO streets or on MONTEBELLO property, MONTEBELLO will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. MONTEBELLO will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- e. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at MONTEBELLO expense all improvements constructed as part of PROJECT within MONTEBELLO'S JURISDICTION.

(3) PICO RIVERA AGREES:

- a. To finance fifty percent (50%) of LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds to finance fifty percent (50%) of LOCAL SHARE OF COSTS, currently estimated to be One Million Thirty-nine Thousand and 00/100 Dollars (\$1,039,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To appoint COUNTY as PICO RIVERA'S attorney-in-fact for the purpose of representing PICO RIVERA in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed in PICO RIVERA streets or on PICO RIVERA property, PICO RIVERA will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. PICO RIVERA will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise much prior rights.
- e. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at PICO RIVERA expense all improvements constructed as part of PROJECT within PICO RIVERA'S JURISDICTION.

(4) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT under the Federal HBRR Program.

- b. To finance the local agency share of COST OF PRELIMINARY ENGINEERING, estimated to be Two Hundred Twenty-four Thousand and 00/100 Dollars (\$224,000.00).
- c. To obtain MONTEBELLO'S and PICO RIVERA'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of MONTEBELLO and PICO RIVERA in all negotiations pertaining thereto.
- e. To furnish MONTEBELLO and PICO RIVERA, within one hundred twenty (120) calendar days after final acceptance of PROJECT by COUNTY, an accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (4) a., above. If all of the actual total PROJECT costs can be determined with certainty within one hundred twenty (120) calendar days after final acceptance by COUNTY, the accounting shall be a final accounting. If any actual PROJECT costs cannot be determined with certainty within one hundred twenty (120) calendar days for any reason, including, without limitation, a dispute concerning a PROJECT cost between the COUNTY and a third party, the accounting shall be an interim final accounting and COUNTY may invoice MONTEBELLO and PICO RIVERA for actual PROJECT costs at such time as they become certain.

(5) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of LOCAL SHARE OF COSTS shall allocate said cost fifty percent (50%) to MONTEBELLO and fifty percent (50%) to PICO RIVERA.
- b. If at final accounting or interim final accounting, the amount of other MONTEBELLO funds due COUNTY exceeds MONTEBELLO'S deposit, as set forth in paragraph (2) b., above, MONTEBELLO shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required MONTEBELLO funds are less than said deposit, COUNTY shall refund the difference to MONTEBELLO.
- c. If at final accounting or interim final accounting, the amount of other PICO RIVERA funds due COUNTY exceeds PICO RIVERA'S deposit, as set forth in paragraph (3) b., above, PICO RIVERA shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required PICO RIVERA

funds are less than said deposit, COUNTY shall refund the difference to PICO RIVERA.

- d. That if MONTEBELLO'S and PICO RIVERA'S payments, as set forth in paragraphs (2) b. and (3) b., respectively, are not delivered to COUNTY office, which are described on the billing invoices prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of construction contract for PROJECT, pending the receipt of MONTEBELLO'S and PICO RIVERA'S payments.
- e. That if MONTEBELLO'S payment, as set forth in paragraph (5) b., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- f. That if MONTEBELLO'S payment, as set forth in paragraph (5) b., above is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of MONTEBELLO on deposit with COUNTY, after giving 30 days written notice to MONTEBELLO of COUNTY'S intention to do so.
- g. That if PICO RIVERA'S payment, as set forth in paragraph (5) c., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning thirty (30) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- h. That if PICO RIVERA'S final payment, as set forth in paragraph (5) c., above is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of PICO RIVERA on deposit with COUNTY, after giving 30 days written notice to PICO RIVERA of COUNTY'S intention to do so.
- i. MONTEBELLO and PICO RIVERA shall each review the final and/or interim final accounting prepared by COUNTY and report in writing any discrepancies to COUNTY'S Department of Public Works within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by

MONTEBELLO and PICO RIVERA to COUNTY within sixty (60) calendar days after date of said invoices. COUNTY shall review all disputed charges and submit a written justification to MONTEBELLO or PICO RIVERA detailing the basis for those charges within sixty (60) calendar days of receipt of MONTEBELLO'S or PICO RIVERA'S written report. CITY shall then make payment of the previously disputed charges or submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- j. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of MONTEBELLO'S and PICO RIVERA'S funds if applicable. MONTEBELLO and PICO RIVERA shall be notified of such changes by invoice.
- k. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. MONTEBELLO and PICO RIVERA may also each furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. MONTEBELLO and PICO RIVERA shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of MONTEBELLO'S and PICO RIVERA'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- l. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY, MONTEBELLO, and PICO RIVERA. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- m. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

MONTEBELLO: Mr. Richard Torres
Acting City Administrator
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-9370

PICO RIVERA: Mr. Michael Moore
Acting Director of Public Works
City of Pico Rivera
P.O. Box 1016
Pico Rivera, CA 90660-1016

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- n. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of MONTEBELLO or PICO RIVERA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of MONTEBELLO or PICO RIVERA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, MONTEBELLO and PICO RIVERA shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of MONTEBELLO and PICO RIVERA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of MONTEBELLO or PICO RIVERA under this AGREEMENT.
- o. Neither MONTEBELLO nor any officer or employee of MONTEBELLO shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY or PICO RIVERA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or PICO RIVERA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY and PICO RIVERA shall fully indemnify, defend, and hold MONTEBELLO harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY or PICO RIVERA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or PICO RIVERA under this AGREEMENT.
- p. Neither PICO RIVERA nor any officer or employee of PICO RIVERA shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY or MONTEBELLO under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or MONTEBELLO under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY and MONTEBELLO shall fully indemnify, defend, and hold PICO RIVERA harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY or MONTEBELLO under or in connection with any work, authority, or jurisdiction delegated to or determined

to be the responsibility of COUNTY or MONTEBELLO under this AGREEMENT.

- q. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- r. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070, between MONTEBELLO and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- s. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32074, between PICO RIVERA and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2005, the CITY OF PICO RIVERA on _____, 2005, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 2005, pursuant to authority delegated by the Board of Supervisors of COUNTY, on _____, 2005, Synopsis No. _____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2005, the CITY OF PICO RIVERA on _____, 2005, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 2005, pursuant to authority delegated by the Board of Supervisors of COUNTY, on _____, 2005, Synopsis No. ____.

CITY OF MONTEBELLO

By _____
City Mayor

ATTEST:

APPROVED AS TO FORM

By _____
City Clerk

By _____
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2005, the CITY OF PICO RIVERA on _____, 2005, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 2005, pursuant to authority delegated by the Board of Supervisors of COUNTY, on _____, 2005, Synopsis No. ____.

CITY OF PICO RIVERA

By _____
City Mayor

ATTEST:

APPROVED AS TO FORM

By _____
City Clerk

By _____
City Attorney

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